

This Instrument Prepared by:  
DAVID JOVE, CITY ATTORNEY  
CITY OF HALLANDALE BEACH  
400 South Federal Hwy  
Hallandale, FL 33009

SUBORDINATION AGREEMENT

This AGREEMENT is made on \_\_\_\_\_, 2007 between \_\_\_\_\_, ("Mortgagor") and the **City of Hallandale Beach/Community Redevelopment Agency**, ("Mortgagee").

WHEREAS, Mortgagor mortgaged certain property to Mortgagee by virtue of a mortgage recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Broward County, Florida; and which Mortgage covers the following described real property, to wit:

Legal Description: \_  
  
Folio Number: \_\_\_\_\_  
  
Owner's Name: \_\_\_\_\_  
  
Property Address: \_\_\_\_\_

WHEREAS, Mortgagee has agreed to subordinate its mortgage between Mortgagor and Mortgagee aforesaid to the mortgage of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

WHEREAS, Mortgagee has agreed to execute such a subordination;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained:

- 1. Mortgagee hereby subordinates the lien of its mortgage recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Broward County, Florida, to the lien of the mortgage given by \_\_\_\_\_ to \_\_\_\_\_ in the principal sum of \$ \_\_\_\_\_.
  - 2. By execution of this instrument, the lien of the Mortgagee's mortgage shall be and is fully subordinate to the lien of \_\_\_\_\_, and Mortgagee hereby waives and releases any claim of priority over the mortgage of \_\_\_\_\_.
  - 3. This agreement does not authorize any future advances.
  - 4. This instrument shall be binding upon the parties hereto and their heirs, successors and assigns.
  - 5. This instrument shall be governed by the laws of the State of Florida.
- City of Hallandale Beach

|                                |  |
|--------------------------------|--|
| By: _____<br>Joy Cooper, Mayor | Witness: _____<br><br>Print Name: _____<br><br>Witness: _____<br><br>Print Name: _____ |
|--------------------------------|--|

State of Florida  
County of Broward  
The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2007, by \_\_\_\_\_ Joy Cooper, Mayor of the City of Hallandale Beach, who is personally known to me.

\_\_\_\_\_  
Notary Public



**THE CITY WILL NOT SUBORDINATE THE NIP LOAN BALANCE AFTER THREE YEARS FROM THE DATE OF THE MORTGAGE. THE LOAN BALANCE MUST BE PAID IN FULL TO THE CITY.**

### **SUBORDINATION DOCUMENT INFORMATION AND CHECKLIST**

If a three year period has not lapsed, please return this checklist, along with each of the requested items. For expedited service, return the checklist and all documents via facsimile at (954) 457-1335, Attn: Neighborhood Improvement Program- Subordination Correspondence. If you fax, please be sure to include the appropriate return name, address, voice and fax information. You can mail the necessary information to the City of Hallandale Beach, CRA, Neighborhood Improvement Program, 400 South Federal Highway, Hallandale Beach, FL 33009.

#### **Terms of Subordination**

1. The new mortgage (commitment) together with the City's lien, plus the total of any outstanding encumbrances against the property must not exceed 80% of the appraised value.
2. The City of Hallandale Beach will only subordinate to second position.
3. The City of Hallandale Beach will not agree to subordinate to any future advances and / or cash out financing.
4. All loan terms will be subject to City review for approval to ensure the protection of the homebuyer, the City and the objectives of the City's loan programs.

#### **Checklist**

- \_\_\_ A check in the amount of \$100.00 for residential properties (\$250.00 for commercial properties) made payable to the City of Hallandale Beach to cover the subordination processing fee. This fee is non-refundable. **For expedited service, a cashier's check or money order is required. If processing fee is paid by check, ten (10) business days must elapse before the Subordination Agreement can be processed.**
- \_\_\_ The name of borrower, contact phone number, the property address, the NIP loan number and copy of the new mortgage.
- \_\_\_ A copy of the first three pages of the appraisal report showing appraised value for subject property. Appraisal must be less than six (6) months old.
- \_\_\_ A copy of commitment letter from the Mortgage Company
- \_\_\_ A copy of closing statement and disclosure of the full terms of the loan
- \_\_\_ Please provide a list of all mortgages, liens, lines of credit, or encumbrances on the property

**The subordination agreement, if approved, will be returned via standard mail. If you require express delivery include a preaddressed and prepaid express mail envelope.**